

NEGOTIATED CONTRACT		CONTRACT TASK ORDER NO.	
		CONTRACT []	
ISSUING OFFICE			
NAME		ADDRESS	
[]		[]	
CONTRACTOR			
NAME		ADDRESS	
[]		[]	
CONTRACT FOR		AMOUNT	
A Feasibility Study of a New Measurement Technique for a Large		[]	
Fixed-Component			
MAIL INVOICES TO			
Issuing Office			
APPROPRIATION AND OTHER ADMINISTRATIVE DATA			
3193-1080-6000			
5700-9703-43			
63-100,483			
<p>This negotiated contract is entered into pursuant to Statutory Authority and any required determination and findings have been made.</p> <p>THIS CONTRACT is entered into as of <u>27 June</u>, 19<u>63</u>, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing the contract and []</p> <p>(i) a corporation organized and existing under the laws of the State of <u>CALIFORNIA</u></p> <p>(ii) a partnership consisting of _____</p> <p>(iii) an individual trading as _____</p> <p>hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein.</p>			

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

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Declassification Review by NGA

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ADDITIONAL GENERAL PROVISIONS

ALLOWABLE COST, FIXED FEE, AND PAYMENT:

(A) THE FIXED FEE APPLICABLE TO WORK HEREUNDER SHALL NOT EXCEED ~~REGULATED~~ PERCENT (%) OF THE ESTIMATED COST AUTHORIZED IN THE CONTRACT OR IN TASK ORDERS HEREUNDER. NO ADDITIONAL FIXED FEE IN EXCESS OF THE AMOUNT INITIALLY AGREED UPON SHALL BE PAID THE CONTRACTOR UNLESS AUTHORIZED BY A WRITTEN SUPPLEMENT INCREASING THE SCOPE OF PERFORMANCE AND THE AMOUNT OF THE FIXED FEE TO BE PAID THEREFOR.

(B) FOR THE PURPOSE OF ACCOMPLISHING PROGRESS PAYMENTS ON THE FIXED FEE, EACH BILLING FOR ALLOWABLE COSTS SHALL HAVE ADDED THERETO A SUM EQUAL TO ~~US GOVERNMENT~~ PERCENT (%) OF THE AMOUNT BILLED, SUBJECT TO THE PROVISIONS OF PARAGRAPH (C) OF THIS ARTICLE.

(C) IN DETERMINING THE COST OF PERFORMING WORK HEREUNDER PURSUANT TO THE PROVISIONS OF THIS ARTICLE, IT IS UNDERSTOOD AND AGREED, WITHOUT LIMITING THE GENERALITY OF PART 2, SECTION XV, ARMED SERVICES PROCUREMENT REGULATION, THAT THE ALLOWABLE COSTS OF THE PERFORMANCE OF THIS CONTRACT SHALL INCLUDE THE NECESSARY COST OF THE DIRECT ITEMS DESCRIBED IN SUBPARAGRAPHS (I) THROUGH (VI) BELOW, WHEN INCURRED BY THE CONTRACTOR AND ACCEPTED AS SUCH COSTS BY THE GOVERNMENT.

(I) PREMIUMS PAID FOR OVERTIME HOURS WORKED BY DIRECT LABOR EMPLOYED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH ARTICLE 39 OF THE GENERAL PROVISIONS.

(II) TRANSPORTATION EXPENSES (EXCLUDING LOCAL TRANSPORTATION EXPENSE) ACTUALLY INCURRED BY EMPLOYEES OF THE CONTRACTOR IN PERFORMANCE OF THE WORK UNDER THIS CONTRACT. TRANSPORTATION BY AUTOMOBILE FOR REQUIRED TRAVEL OF EMPLOYEES UNDER THIS CONTRACT SHALL BE REIMBURSED AS SET FORTH IMMEDIATELY BELOW, AND SUCH REIMBURSEMENT SHALL BE CONSIDERED TO BE IN LIEU OF THE ACTUAL COSTS OF SUCH TRANSPORTATION. SUBSISTENCE EXPENSES OF EMPLOYEES OF THE CONTRACTOR WHILE IN TRAVEL STATUS SHALL BE AS SET FORTH IMMEDIATELY BELOW.

(A) THE ALLOWABLE RATE PER MILE FOR AUTOMOBILE TRAVEL SHALL BE ~~ten (10) cents~~ per mile.

(B) SUBSISTENCE EXPENSES SHALL BE AS FOLLOWS:

Actual and Reasonable not to exceed \$20.00 per day.

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(III) TRAVEL PROPOSED TO OVERSEAS DESTINATIONS, ALASKA, HAWAII, AND TO SYMPOSIA, CONFERENCES AND OTHER SIMILAR MEETINGS FOR WHICH REIMBURSEMENT MAY BE CLAIMED HEREUNDER, SHALL BE AUTHORIZED IN ADVANCE IN WRITING BY THE CONTRACTING OFFICER. IN THE EVENT THAT TIME WILL NOT PERMIT THE CONTRACTOR TO OBTAIN ADVANCE APPROVAL, A WRITTEN REPORT OF THE TRAVEL ACCOMPLISHED SHALL BE SUBMITTED TO THE CONTRACTING OFFICER FOR RATIFICATION PRIOR TO CLAIMING THE TRAVEL AS AN ITEM OF COST.

(IV) TRAVEL WITHIN THE CONTINENTAL LIMITS OF THE UNITED STATES (THIS DOES NOT INCLUDE THE STATES OF ALASKA AND HAWAII) DOES NOT REQUIRE THE PRIOR APPROVAL OF THE CONTRACTING OFFICER PROVIDED THE TRAVEL IS AUTHORIZED AND PERFORMED IN ACCORDANCE WITH THE CONTRACTOR'S REGULAR ESTABLISHED POLICIES AND PRACTICES AND THAT IF IN THE PERFORMANCE OF TRAVEL, OTHER BUSINESS NOT SOLELY RELATED TO THIS CONTRACT IS CONDUCTED, THE CONTRACTOR SHALL PRORATE THE COSTS AS APPLICABLE. TRAVEL PERFORMED UNDER THIS SUBPARAGRAPH SHALL BE SUBJECT TO REVIEW AND DETERMINATION AS TO THE ALLOWABILITY OF THE COSTS THEREOF BY THE CONTRACTING OFFICER.

(V) IN CONNECTION WITH THE APPROVAL OF TRAVEL COVERED IN (III) AND (IV) ABOVE, THE CONTRACTOR SHALL SET FORTH IN DETAIL THE PURPOSE, DATES, MODES AND POINTS OF TRAVEL, AND THE NUMBER OF EMPLOYEES PERFORMING SUCH TRAVEL.

(VI) SUCH OTHER ITEMS NOT EXPRESSLY EXCLUDED BY OTHER PROVISIONS OF THE CONTRACT AS SHOULD, IN THE OPINION OF THE CONTRACTING OFFICER, BE INCLUDED IN THE COST OF THE WORK CALLED FOR IN THIS CONTRACT. ANY SUCH ITEMS SHALL BE SPECIFICALLY CERTIFIED BY THE CONTRACTING OFFICER AS BEING ALLOWED UNDER THIS SUBPARAGRAPH.

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SCOPE OF WORK

The Contractor shall furnish the necessary personnel, services, facilities, and materials to develop and demonstrate a system for measuring linear dimensions with a resolution and accuracy of one micron or less, in accordance with Contractor's Proposal No. D-50793, dated 21 April 1964, entitled, "Linear Phasolver", incorporated herein by reference and made a part hereof.

ESTIMATED COST

The estimated cost of performing this Contract, exclusive of the fixed fee, is

25X1

FIXED FEE

The fixed fee for the performance of this Contract shall be

25X1

PERIOD OF PERFORMANCE

The work to be performed under this Contract shall be completed on or before 27 June 1964.

DELIVERABLE ITEMS

- (1) Monthly Status Reports - 4 each
- (2) Summary (final) Report - 4 each
- (3) The developmental Phasolver used in Phase II, including test fixtures, glass plates, and the electronics designed and fabricated during Phase I, and all test results.
- (4) One (1) reproducible set of Engineering Drawings/Specifications (except for proprietary items).

NAME OF CONTRACTOR

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Contract	
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SECURITY

~~The work hereunder is unclassified. The association of the sponsor with this project is classified SECRET.~~

In the event any question may arise during the preliminary phases of the work and/or research concerning the security of the technical aspects, i. e., security classification of various component parts and/or related reports connected thereto, the technical representative of the Contracting Officer is authorized to furnish security guidance during this interim period.

This is only to be considered an authorized expedient and efficient means of resolving technical security problems by the technical representative of the Contracting Officer on the spot and is not to be construed as a waiver of the Contractor's responsibility to request formal written notification and/or authorization from the Contracting Officer prior to effecting any changes in over-all security classification of the contract, or item and/or reports being developed thereunder or the Contractor's Security Requirements, as agreed.

The association of the sponsor with the work being produced under this task order is classified SECRET. This classified information will be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information.

Correspondence originated by the Contractor and/or other data to be submitted hereunder, the contents of which contains classified information or refers to the number of this task order and/or contract, the name and/or address of the Contracting Officer shall be stamped by you with the classification of SECRET. Unless the first paragraph of this Security Article specifies the program, work or items hereunder are classified, all other correspondence and/or data, including reports, need not be classified.

REPORTS

A final report, manuals, drawings and similar data as may be required under this task order, shall be submitted at such time and in such format as may be specified by the technical representative of the Contracting Officer or as may be otherwise set forth in the "Scope of Work" Article of this schedule. In addition, Technical Progress Reports should be prepared in the manner normally practiced by you and submitted directly to the Contracting Officer's project engineer in accordance with the engineer's instructions. A copy of the Progress Report should be mailed directly to the Contracting Officer unless you are advised otherwise.

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SHIPPING INSTRUCTIONS:

ANY ITEMS TO BE DELIVERED UNDER THIS TASK ORDER SHALL BE DELIVERED FOB DESTINATION TO WHATEVER LOCATION WITHIN THE CONTINENTAL LIMITS OF THE UNITED STATES AS MAY BE LATER STIPULATED BY THE CONTRACTING OFFICER.

ALL DELIVERABLE ITEMS, IF ANY, SHALL BE PACKAGED AND CRATED IF APPLICABLE, IN ACCORDANCE WITH THE CONTRACTOR'S BEST DOMESTIC COMMERCIAL PRACTICE OR AS FURTHER AMPLIFIED BY AUXILIARY SPECIFIC INSTRUCTIONS OF THE CONTRACTING OFFICER.

IN THE EVENT ANY MATERIAL OR ITEMS WHICH MAY BE CONCERNED HEREUNDER ARE, OR MAY LATER BECOME SECRET OR CONFIDENTIAL AND WHEN THE SIZE OR WEIGHT OF SUCH MATERIAL OR ITEMS CLASSIFIED SECRET OR CONFIDENTIAL MAKES SHIPMENT BY REGISTERED MAIL IMPRACTICABLE, COMMERCIAL SHIPMENT SHOULD BE MADE ONLY BY THE RAILWAY EXPRESS AGENCY "PROTECTIVE SIGNATURE SERVICE." THE MATERIAL MUST BE SECURELY CRATED AND Banded AND PRIOR TO SHIPMENT THE CONTRACTOR SHALL ADVISE THE CONTRACTING OFFICER OF (1) THE DATE THE MATERIAL WILL BE SHIPPED, (2) THE APPROXIMATE DATE OF ARRIVAL, AND (3) THE APPROXIMATE WEIGHT, SIZE, AND NUMBER OF CARTONS. BULK SHIPMENTS OF TOP SECRET MATERIAL SHALL BE MADE ONLY IN ACCORDANCE WITH THE SPECIFIC INSTRUCTIONS WHICH WILL BE FURNISHED THE CONTRACTOR BY THE CONTRACTING OFFICER UPON NOTIFICATION THAT THE MATERIAL IS READY FOR SHIPMENT.

INSPECTION:

INSPECTION DURING THE COURSE OF THE TASK ORDER AS WELL AS THE FINAL INSPECTION AND ACCEPTANCE OF DELIVERABLE PRODUCTS, IF ANY, HEREUNDER SHALL BE MADE BY THE TECHNICAL REPRESENTATIVE OF THE CONTRACTING OFFICER. FINAL ACCEPTANCE OF ITEMS DELIVERABLE HEREUNDER, IF ANY, SHALL BE MADE AFTER PROPER INSPECTION AT THE FOB POINT DESIGNATED IN ACCORDANCE WITH THE STIPULATIONS OF "SHIPPING INSTRUCTIONS" ABOVE.

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(12-41)

(SIGNATURES)	CONTRACT NO. CONTRACT
<p>The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.</p>	
CONTRACTOR REPRESENTS (Check appropriate boxes.)	
<p>(1) (a) That it <input type="checkbox"/> is, <input type="checkbox"/> is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Fed. Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9709, which contains the detailed definitions and related procedures,) (b) that it <input type="checkbox"/> has, <input type="checkbox"/> has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if Contractor is a regular dealer, it also represents that all supplies to be furnished thereunder <input type="checkbox"/> will, <input type="checkbox"/> will not, be manufactured or produced in the United States or its Territories or possessions by a small business manufacturer or producer.</p> <p>(2) (a) That it <input type="checkbox"/> has, <input type="checkbox"/> has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that it <input type="checkbox"/> has, <input type="checkbox"/> has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Reg., Title 44, Secs. 150.7 and 150.5(d), Fed. Reg., Dec. 31, 1952, Vol. 17, No. 253.)</p>	
<p>IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:</p> <p style="text-align: right; margin-right: 100px;">THE UNITED STATES OF AMERICA</p> <p style="text-align: right; margin-right: 100px;">By _____</p>	
<p>WITNESSES</p> <p>_____</p> <p>_____</p>	<div style="border: 1px solid black; width: 250px; height: 50px; margin: 0 auto;"></div> <p style="text-align: center; font-size: small;">(CONTRACTOR)</p> <p style="text-align: right; margin-right: 100px;">By _____</p> <p style="text-align: right; margin-right: 100px;">_____ (TITLE)</p> <p style="text-align: right; margin-right: 100px;">_____ (ADDRESS)</p>
<p><small>NOTE.—In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.</small></p>	
CERTIFICATE	
<p>I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.</p>	
<p>SIGNATURE (Corporate Seal)</p>	

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